



Commonwealth of Massachusetts  
Group Insurance Commission

**BENEFITS**

**for  
Life**



**EMPLOYEE AND  
RETIREE LIFE  
INSURANCE PLANS**

*Effective July 1, 2004 to June 30, 2006*

## IMPORTANT INFORMATION

The insurance evidenced by this certificate provides life insurance, with an accelerated benefit option (*an accelerated payment of your death benefit*).

This product is NOT a long-term care policy or nursing home insurance policy. The amount this benefit pays may not be enough to cover your medical, nursing home or other bills. You may use the money you receive from this benefit for any purpose.

Accelerated benefits (see *page 5*) paid under this certificate may be taxable and assistance should be sought from a personal tax advisor.

Receipt of accelerated benefits MAY AFFECT MEDICAID AND SUPPLEMENTAL SECURITY INCOME (“SSI”) eligibility. The mere fact that this certificate contains an accelerated benefit may affect your eligibility for these government programs. In addition, exercising the option to accelerate death benefits and receiving those benefits before you apply for those programs, or while you are receiving government benefits, may affect your initial or continued eligibility. Contact the Medicaid Unit of your local Division of Medical Assistance and the Social Security Administration for more information.

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\* New benefits as of July 1, 2001 (*Be sure to read!*)

## FOREWORD

*The information contained in this booklet is a summary of your Life and Accidental Death & Dismemberment benefits available through Unum Life Insurance Company of America (Unum). This benefit plan is an important part of your total benefit package. We at Unum and the Group Insurance Commission hope that it will provide you and your family with protection that will meet your individual needs.*

*This booklet and certificate are designed to help you understand your Life and Accidental Death & Dismemberment benefits. We urge you to read it carefully, share it with your family, and then keep it in a safe place.*

## INTRODUCTION

- *This plan is a two-part program. Part one is Basic Life Insurance, coupled with Basic Accidental Death & Dismemberment Insurance, and part two is Optional Life Insurance coverage with a matching amount of Optional Accidental Death & Dismemberment Insurance. You must first be insured for Basic Life and Accidental Death & Dismemberment Insurance before you can choose Optional Life coverage.*

### ELIGIBILITY AND EFFECTIVE DATE

You are eligible for Life and Accidental Death & Dismemberment Insurance as an employee/retiree of the Commonwealth of Massachusetts. If you are an employee, you must be scheduled to work the lesser of:

- 50% of the standard work week (as defined by the policyholder); or
- 18.75 hours per week.

Eligible employees/retirees are further defined under the Massachusetts General Laws in Chapter 32A.

Your insurance becomes effective on the first day of the month following the earlier of 60 days or two calendar months of continuous active employment. If you are an elected official, you become insured on the date nearest to the commencement of your term.

Should you decide not to enroll in the Basic coverage when you are first eligible, you must wait until the next year's annual enrollment period. Then, your coverage will be effective on that July 1st. **Retirees are eligible to apply during any**

**year's annual enrollment period for coverage effective that July 1st for Basic coverage. Evidence of Insurability is not required.**

### PARTICIPATION REQUIREMENTS

It is important to know that you can choose to be covered by only the Basic Life and Accidental Death & Dismemberment Insurance. In order to enroll in the Optional Life and Accidental Death & Dismemberment Insurance program, you must first be enrolled for Basic Life and Accidental Death & Dismemberment Insurance.

The amount of Optional Life Insurance you choose is up to you and is based on your annual salary. But, in no event can it be more than eight times your annual salary. An employee who does not choose Optional Life Insurance when first eligible must wait one year from the time first eligible and furnish evidence of good health in order to purchase Optional Life Insurance. Retirees can elect to keep or reduce their Optional Life Insurance in force upon retirement.

## SCHEDULE OF BENEFITS

### BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

*All Employees and Retirees*

**\$5,000\***

### OPTIONAL LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

*All Employees and Retirees who  
have elected to be insured for  
Optional Life and Accidental Death  
& Dismemberment Insurance.\*\**

One to eight times your annual salary, as determined by the employer, rounded to the next lower multiple of \$1,000 if not already an exact multiple thereof, minus \$1,000, or

Amounts in \$1,000 benefit units to a maximum of 1 times annual earnings, rounded to the next lower multiple of \$1,000 if not already an exact multiple thereof, minus \$1,000.

The total amount of Life Insurance chosen is subject to a maximum benefit of \$1.5 million. The total amount of Accidental Death & Dismemberment Insurance chosen is subject to a maximum benefit of \$1.5 million.

\* Benefit is \$2,000 if Waiver of Premium was effective before January 17, 1986.

\*\* AD&D not available if insured has an approved Waiver of Premium.



## HOW YOUR LIFE INSURANCE PROGRAM WORKS

If you should die while insured under this program, the insurance company will pay your beneficiary(ies) the entire amount of life insurance in force after it receives certification of death. If you are serving on a military leave of absence, no benefits will be paid if your death is caused by war (whether or not it is a declared war), combat, or any act of war.

## TERMINAL ILLNESS BENEFIT

If you become terminally ill while you are insured by the Plan, Unum will pay you a portion of your life insurance benefit one time. You may choose between 25% and 75% of your life insurance amount.

Your right to exercise this option and to receive payment is subject to the following:

- you request this election, in writing, to the Group Insurance Commission on a form acceptable to Unum;
- you must be terminally ill at the time of payment of the Accelerated Benefit;
- your doctor must certify, in writing, that you are terminally ill and your life expectancy has been reduced to 24 months or less; and
- the doctor's certification must be deemed satisfactory to Unum.

Premium payments must continue to be paid on the full amount of life insurance, unless you qualify to have your life premium waived.

If you have assigned your rights under the Plan to an assignee or made an irrevocable beneficiary designation, Unum must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to the Accelerated Benefit payment on your behalf in a form acceptable to Unum before benefits are payable.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

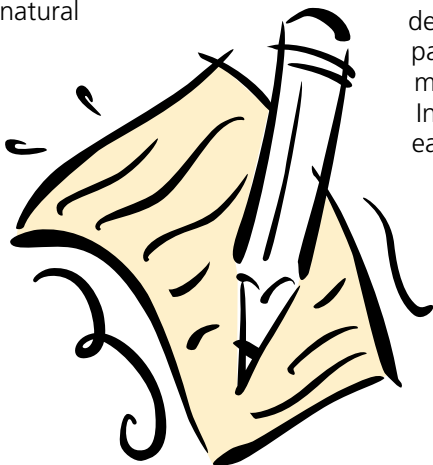
- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that would be continued under a disability continuation provision or that may be available under the conversion privilege, will be reduced by the amount of the Accelerated Benefit paid. The remaining life insurance amount will be paid according to the terms of the Summary of Benefits, subject to any reduction and termination provisions.

When an Accelerated Benefit payment is made, your life insurance will be reduced by that amount. You will receive a statement showing the remaining amount of life insurance along with the Accelerated Benefit payment.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

## METHOD OF CLAIM PAYMENT FOR LIFE INSURANCE

The Group Insurance Commission (GIC) wants to make payment to your beneficiary as soon as possible when you die. For that reason, we ask that a family member, or a close friend contact the Group Insurance Commission as soon as possible. A certified death certificate and the current address of the beneficiary should then be sent to the GIC so that the claim can be processed. The insurance company will then mail payment to your beneficiary. This procedure applies for all deaths, whether for natural causes or accidental.



## ENROLLEE CONTRIBUTIONS

Most of the cost of your Basic Life Insurance premium is paid by the Commonwealth. You are responsible for the full premium for any Optional Life Insurance you select.

Your monthly contribution is usually deducted from your paycheck or pension one month in advance. If you have selected an amount of additional life insurance that is a multiple of your salary, and you have elected the Automatic Increase Option, your Optional Life Insurance will increase automatically after an increase in your annual salary. If you are not having payroll or pension deductions made, you must pay your part of the premium directly to the Group Insurance Commission each month. Failure to make the required premium payment on time will result in your life insurance being canceled.



## MONTHLY OPTIONAL LIFE INSURANCE RATES

*Including Accidental Death & Dismemberment*

### ● Active Employees – rate per \$1,000 of coverage

AGE	NON-SMOKER	SMOKER
Under 35	\$ .06	\$ .10
35 - 44	.07	.15
45 - 49	.10	.25
50 - 54	.16	.40
55 - 59	.24	.62
60 - 64	.36	.94
65 - 69	.89	1.68
70 and over	1.39	3.00

### ● Retired Employees – rate per \$1,000 of coverage

AGE	NON-SMOKER	SMOKER
Under 70	\$ 1.29	\$ 1.74
70 - 74	2.49	3.25
75 - 79	6.21	8.13
80 - 84	11.72	15.34
85 - 89	18.55	24.29
90 - 94	28.19	34.83
95 - 99	61.56	76.07
100 and over	118.03	145.86

NOTE: Rates are effective 7/1/2004 to 6/30/2006.

### EXAMPLE OF MONTHLY COST CALCULATION

Sarah is 37, a non-smoker and earns \$34,700 annually. She has chosen Optional Life Insurance in an amount equal to two times her salary.

To calculate her amount of Optional Life Insurance, she must:

1. Multiply her annual salary by 2 (\$69,400);
2. Round that amount down to \$69,000; and
3. Subtract \$1,000.

***Her Optional Life Insurance and AD&D amount is:***

\$ 34,700
x 2
\$ 69,400
– 400
– 1,000
<b>\$ 68,000</b>

Sarah's premium rate is \$.07 per \$1,000 of insurance.

Her monthly cost would be \$4.76 (\$68,000 x .07/\$1,000).

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

- The Plan also provides the following benefits to you in the event you are injured or die as a result of an accident while insured (*subject to the specifications and limitations listed below*):

COVERED LOSSES	BENEFIT AMOUNTS
Life	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and Sight of One Eye	The Full Amount
One Foot and Sight of One Eye	The Full Amount
Speech and Hearing in both ears ( <i>Applies only to losses incurred on or after 7/1/2001</i> )	The Full Amount
One Hand or One Foot	One-Half of the Full Amount
Sight of One Eye	One-Half of the Full Amount
Speech or Hearing In both ears ( <i>Applies only to losses incurred on or after 7/1/2001</i> )	One-Half of the Full Amount
Thumb and Index Finger of Same Hand ( <i>Applies only to losses incurred on or after 7/1/2001</i> )	One-Quarter of the Full Amount
Quadriplegia	The Full Amount
Paraplegia ( <i>For losses incurred on or after 7/1/2001</i> ) ( <i>For losses incurred prior to 7/1/2001</i> )	Three-Quarters of the Full Amount One-Half of the Full Amount
Hemiplegia	One-Half of the Full Amount

The loss must be accidental.

The total amount paid for any one loss will not exceed the total amount of insurance in force.

Loss of hand or foot means complete severance at or above the wrist or ankle joint.

Loss with respect to eyes means total and irrecoverable loss of sight.

The Plan does not cover any accidental losses caused by, contributed to by, or resulting from:

- intentionally self-inflicted injury, while sane or insane.
- combat, war or any act of war, whether such war is declared or undeclared.
- physical or mental illness or infirmity.
- ptomaine; any kind of poisoning while sane or insane, whether voluntary or otherwise.
- bacterial infection other than that occurring in connection with, or in consequence of, accidental bodily injuries.
- travel or flight in any type of aircraft, except:
  - loss resulting from travel or flight as a passenger in a licensed aircraft operated by a licensed pilot on a scheduled passenger service regularly offered between specified airports by a passenger carrier duly licensed by the proper licensing authority,
  - loss resulting from travel or flight as a passenger in a chartered aircraft owned, operated and licensed to a passenger carrier who is licensed to and who offers scheduled, non-charter passenger service regularly, and provided that such chartered aircraft is operated by a licensed pilot during service between specified airports, or
  - loss resulting from travel or flight in an aircraft used, leased or operated by the Commonwealth of Massachusetts, in which the employee or retiree is traveling in the performance of his or her duties.

Felonious Assault Benefit

Unum will increase your AD&D benefit to an amount equal to 3 times your optional AD&D benefit amount to a maximum of \$1.5 million if you sustain a loss which is caused by a criminal act of violence; and which occurs while you are engaged in the business of the Policyholder, whether on or off the Policyholder's place of business. This benefit is separate from any AD&D benefit which may be

payable. To receive this benefit, your AD&D benefit must be paid first. This benefit does not apply to your Basic Coverage.

"Criminal act of violence" includes, but is not limited to: robbery, theft, hijacking/skyjacking, assault and battery, sniper attack, murder or civil disturbance. The criminal act of violence must be committed by someone other than the Insured.

Example: Employee dies in a robbery

Employee salary is: \$50,550

Basic Life Insurance:		\$ 5,000
Basic AD&D Insurance:		\$ 5,000
Optional Life Insurance (2x Salary):		\$100,000
Optional AD&D Insurance (2x Salary):		\$100,000
How to calculate Optional Life and AD&D Insurance:	\$ 50,550	
	x 2	
	\$ 101,100	
	– 100	
	– 1,000	
	\$ 100,000	
Felonious Assault benefit (3x your optional AD&D):		\$300,000
TOTAL BENEFIT:		\$510,000

## Seat Belt Benefit

If you die while insured as a result of a covered accident that has occurred while driving or riding in a private passenger car, and you are protected by a properly fastened seat belt, your Accidental Death & Dismemberment (AD&D) benefit will be increased by 10%, to a maximum defined by the date of your loss.

- For losses incurred prior to 7/1/2001, the maximum benefit is \$10,000.
- For losses incurred on or after 7/1/2001, the maximum benefit is \$25,000 for your basic coverage and \$25,000 for your optional coverage.

The minimum benefit payable for basic and optional coverage is \$1,000.

Unum will pay you or your authorized representative an additional benefit if you sustain an accidental bodily injury which causes your death while you are driving or riding in a private passenger car, provided:

- the private passenger car is equipped with seat belt(s); and
- the seat belt(s) were in actual use and properly fastened at the time of the covered accident; and

- the position of the seat belt(s) are certified in the official report of the covered accident, or by the investigating officer. A copy of the police accident report must be submitted with the claim.

Also, if such certification is not available, and it is clear that you were properly wearing seat belt(s), then we will pay the additional Seat Belt Benefit.

However, if such certification is not available, and it is unclear whether you were properly wearing seat belt(s), then we will pay a fixed benefit of \$1,000.

For the purposes of this benefit, a private passenger car means a validly registered four-wheel private passenger car (*including policyholder-owned cars*), station wagons, jeeps, pick-up trucks, and vans that are used only as private passenger cars.

**Air Bag Benefit**  
*(Effective for losses incurred on or after 7/1/2001)*

If you die while insured as a result of a covered accident that has occurred while driving or riding in a private passenger car, and you are protected by a properly fastened seat belt, your Accidental Death & Dismemberment (AD&D) benefit will be \$5,000 for your basic coverage and \$5,000 for your optional coverage if:

- the private passenger car is equipped with a single air bag and you are the driver; or
- the private passenger car is equipped with an air bag for both the driver and an air bag for the front passenger seat and you are the driver or front seat passenger; or

- the private passenger car is equipped with an air bag for the driver seat, air bag for front passenger seat and air bags for rear passenger seats and you are the driver, front seat passenger or rear seat passenger; and
- the seat belt(s) must be in actual use and properly fastened at the time of the covered accident.

No benefit will be paid if you are the driver of the private passenger car and do not hold a current and valid driver's license.

For the purposes of this benefit, a private passenger car means a validly registered four-wheel private passenger car (*including policy-holder-owned cars*), station wagons, jeeps, pick-up trucks, and vans that are used only as private passenger cars.

**Example: Employee dies in accident with seat belt and air bag**

Employee salary is   \$30,550

Basic Life:               \$5,000

Basic AD&D:           \$5,000

Optional Life\*:       2 x Salary = \$60,000

Optional AD&D\*:   2 x Salary = \$60,000

- \*1. Multiply annual salary by 2 (\$61,100);
- 2. Round that amount down to \$61,000; and
- 3. Subtract \$1,000.

**Optional Life and AD&D Insurance amount is:**

**Seat belt:** Basic 10% of \$5,000  
(minimum benefit is \$1,000)  
Optional 10% of \$60,000

**Air bag:** Basic \$5,000  
Optional \$5,000

**TOTAL BENEFIT:**

\$	30,550
x	2
\$	61,100
-	100
-	1,000
\$	60,000
\$	1,000
\$	6,000
\$	5,000
\$	5,000
\$	147,000

## Paralysis Benefit

In the event of bodily injuries that occur while you are insured under the Accidental Death & Dismemberment policy, and as a result of such injuries paralysis occurs within one year of the date of the covered accident, this policy will pay benefits as follows:

- **Quadriplegia (*total Paralysis of upper and lower limbs*)** – The full AD&D benefit amount
- **Paraplegia (*total paralysis of lower limbs*)** –
  - For losses incurred prior to 7/1/2001 – One-half of the AD&D benefit amount.
  - For losses incurred on or after 7/1/2001 – Three-quarters of the AD&D benefit amount.
- **Hemiplegia (*total paralysis of upper and lower limbs on one side of the body*)** – One-half of the AD&D benefit amount.

## Coma Benefit

*(Effective for losses incurred on or after 7/1/2001)*

Unum will pay the full amount of your Accidental Death & Dismemberment benefit to your beneficiary, in accordance with your beneficiary designation, if you sustain an injury which, independent of all other causes, directly results in your being in a coma. A doctor must certify that the coma is permanent and irreversible and the certification must be deemed satisfactory to Unum.

The Waiting Period for the coma benefit is 31 days from the date you become comatose for which no coma benefits are payable.

Payment of this benefit will reduce your total AD&D benefit.

## Brain Damage Benefit

*(Effective for losses incurred on or after 7/1/2001)*

Unum will pay the full amount of the employee's Accidental Death & Dismemberment benefit to your beneficiary, in accordance with your beneficiary designation, if you sustain an injury which, independently of all other causes, directly results in traumatic brain injury causing brain damage. The benefit will be payable if:

- the brain damage begins within 60 days of the injury; and
- the brain damage continues for 12 consecutive months; and
- a doctor must certify the brain damage is permanent and irreversible at the end of the 12 consecutive months, and the certification must be deemed satisfactory to Unum.

We will pay this benefit in one lump sum during the 13th month following the date of the injury, contingent upon the above conditions being met.

Payment of this benefit, plus any other benefits payable as a result of the same accident, will not exceed the full AD&D benefit the Insured is eligible to receive under this policy.

## **Rehabilitation Physical Therapy Benefit**

*(Effective for losses incurred on or after 7/1/2001)*

Unum will pay an additional benefit for rehabilitative physical therapy that is prescribed by the attending doctor if you sustain an injury which causes a dismemberment loss, or while the Insured is eligible for a Paralysis Benefit. Your Accidental Death & Dismemberment (AD&D) benefit will be increased by 10%, up to a maximum of \$10,000.

The Rehabilitation Physical Therapy Benefit is separate from any Accidental Death & Dismemberment benefit which may be payable.

## **CLAIM PROCEDURE FOR ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS**

### **When Notice of Claim and Proof of Loss Must be Given**

A claim form for Dismemberment benefits must be sent to the Group Insurance Commission. Written proof of a claim must be sent to the Group Insurance Commission no later than 365 days of the date of the loss. The benefit will be paid only if the accident results in one or more losses within 365 days from the date of the accident. Also, the accident must occur while you are insured under the Plan.

### **Claim Procedure for Accidental Death Benefit**

All deaths whether natural or accidental follow the procedures listed under the section titled

"Method of Claim Payment for Life Insurance" on page 6.

## **Claim Forms**

When the Group Insurance Commission receives written notice of a claim, it may furnish printed forms for filing proof of the claim. If it does not furnish printed forms within 15 days of giving notice, you must furnish your own proof in writing.

## **Time Limits for Legal Proceedings**

You or your authorized representative can start legal action regarding a claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

## **Medical Examination**

While a dismemberment claim is pending, the insurance company, at its expense, has the right to have you examined by doctors of its choice when and as often as the insurance company reasonably chooses.





## NAMING YOUR BENEFICIARY

When you become insured, you must name someone as your beneficiary to receive your life insurance proceeds. You may name more than one person and determine the proportion each person is to receive. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

You may change your beneficiary at any time. Active employees must notify their Group Insurance Commission Coordinator, and retirees must notify the Group Insurance Commission in writing. If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children;
- mother or father;
- sisters or brothers;
- estate; or
- if none, to the person or persons determined to be entitled thereto under the laws of the Commonwealth of Massachusetts.

Beneficiary information is treated as confidential. An Insured can confirm his or her beneficiary information by writing to the GIC.

If any person otherwise entitled to payment does not make a claim for payment within one year of the death of the employee or retiree, payment may be made by order of precedence as if such person had died before the insured.

## ASSIGNMENT OF LIFE INSURANCE

Your Life and Accidental Death & Dismemberment Insurance generally cannot be transferred or reassigned. It is exempt from claims of your creditors or those of your beneficiary, to the extent allowed by law.

In certain situations, you may assign all ownership of your insurance, including your right to convert, provided you follow the required rules and regulations of the GIC. A copy of the assignment form must be received and acknowledged by the GIC before your insurance can be assigned to another party.

It is important to note that the GIC and the insurance company are not responsible for the validity of these assignments.

## WAIVER OF PREMIUM DUE TO DISABILITY

If, prior to age 60, you become disabled while insured, your Basic and Optional Life Insurance may be continued without further cost to you. The insurance company and the GIC must receive your application for Waiver of Premium and accept proof of disability and the fact that disability continues. Your premium payment must remain paid until the Waiver is approved, and you must submit proof of the disability that satisfies the insurance company within two years of its occurrence.

The amount of insurance in effect on the date the claim is made is the amount that will be continued under this Waiver provision. If your Waiver of Premium was approved prior to May 1, 1983, under state law, your Optional Life Insurance benefits will end at age 70. You are then eligible to convert to a non-group policy. The waiver of your basic insurance will remain in force. Upon approval of the Waiver of Premium, your Accidental Death & Dismemberment benefit will be discontinued.

A determination that you are disabled may be made effective after you ceased work, provided insurance coverage has continued to remain in force by the uninterrupted payment of premiums.

You are disabled when Unum determines that, due to an injury or sickness, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by training, education or experience.

Without regard to other causes, disability will be acknowledged and recognized to exist if the employee or retiree has suffered:

- the entire and irrecoverable loss of sight of both eyes;
- loss by severance of both hands through or above the wrists;
- loss by severance of both feet through or above the ankles;
- loss of one hand through and above the wrist and one foot through and above the ankle.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a doctor, other medical practitioner or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.



## TERMINATION OF INSURANCE

### CANCELLATION PROVISIONS

You may cancel your Basic and Optional Life insurance coverage. You must provide written notice to withdraw from your insurance coverage. Your coverage will be canceled at the end of the month for which contributions are paid. Coverage will be reinstated only with approval by the GIC according to its rules and regulations. You are not eligible to convert this insurance. *(If you are retiring, see page 18 for conversion information.)*

### PORTABILITY COVERAGE

Retirees are not eligible for Portability.

Active employees who leave employment or become ineligible due to a reduction in hours may elect term life coverage similar to their group term life insurance. This coverage provides more favorable rates than conversion coverage *(see page 18)*. However, if you have a medical condition which has a material effect on your life expectancy, you will be ineligible to continue your coverage; you may still apply for conversion coverage.

The amount of portable coverage for you will not be more than:

- the highest amount of life insurance available for employees under the Plan; or
- 5 times your annual earnings; or
- \$750,000 from all Unum group plans combined, *whichever is less.*

Your amount of life insurance will reduce or cease at any time it would reduce or cease for your eligible group *(if you had continued in active employment with the Commonwealth)*.

You must apply for portable coverage for yourself and pay the first premium within 31 days from the date you are notified by Unum, after:

- your coverage ends with the Commonwealth; or
- you begin working less than the minimum number of hours, as described under Eligibility and Effective Date *(see page 3)*.

You are not eligible to apply for portable coverage beyond 90 days from the date:

- your coverage ends with the Commonwealth; or
- you begin working less than the minimum number of hours, as described under Eligibility and Effective Date *(see page 3)*.

You are not eligible to apply for portable coverage for yourself if:

- you have an injury or sickness, under the terms of this Plan, which has a material effect on life expectancy; or
- you failed to pay the required premium under the terms of this Plan.

If we determine that, because of an injury or sickness which has a material effect on life expectancy, you were not eligible for portability at the time you elected portable coverage, the benefit will be adjusted to the amount of whole life coverage the premium would have purchased under the Conversion Privilege.

You may increase or decrease the amount of life insurance coverage. The minimum and maximum benefit amounts are shown on page 17. However, the amount of life insurance coverage cannot be decreased below \$5,000 for you. All increases are subject to evidence of insurability.

Portable coverage for you will end on the date through which your premiums are paid.

If portable coverage ends due to failure to pay required premiums, portable coverage cannot be reinstated.

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis, according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

If portable coverage ends or is not available, you may qualify for conversion coverage. Refer to Conversion Coverage below.

## **CONVERSION COVERAGE FOR TERMINATING EMPLOYEES**

If your employment with the Commonwealth ends, you may convert your group life insurance policy to a non-group policy. The amount of insurance in effect may be converted to any type of individual policy issued by the insurance company (*except term insurance or a policy that contains disability or accidental death benefits*). No medical exam is required.

You must file the appropriate form within 31 days of the date on which your group life insurance coverage ends or within 15 days of the date the notice of conversion right is sent to you.

Unum will provide you a conversion application form with instructions and cost information.

It is important to remember that even if the conversion notice is not sent within 90 days of when your coverage ends, the conversion privilege will expire at the end of the 90-day period.

## GENERAL EXPIRATION PROVISIONS

Your insurance under this group plan will expire on the earliest of the following dates:

- The last day of the month for which your premium has been paid, if you terminate employment with the Commonwealth or cease to make payments.
- The date to which your premium is paid if you are on a leave of absence; or if you are a deferred retiree and you fail to pay your premium, the last day of the month for which your premium has been paid.
- The date you retire from employment with the Commonwealth, unless you continue your Basic and Optional (*additional*) Insurance by application and payment of premiums.

- The effective date of your notice of withdrawal from the insurance filed with the GIC.
- The date of termination of the group policy without continuation of your insurance under a successor group policy.

Your Accidental Death & Dismemberment coverage will end on the date you are approved for Life Waiver of Premium.

## EXTENDED BENEFIT

If you terminate your employment with the Commonwealth and you are otherwise eligible to convert your insurance, you are covered for life insurance for 31 days after your termination date provided your premiums are paid for the next 31 days. Accidental Death & Dismemberment Insurance will also be continued until the earlier of 31 days after your termination date or the date you would otherwise be entitled to similar benefits.

## RETIREMENT

### DEFERRED RETIREMENT

A “*deferred retiree*” is defined as an insured employee who ends employment with the Commonwealth, and who has a right to receive a retirement allowance at some future date. Before the retirement allowance is received, the employee, for purposes of these life insurance programs, may be considered as if on a leave of absence without pay and continue his or her insurance program by paying the full cost of the insurance.

### RETIREMENT

If you retire from service with the Commonwealth and are eligible for a pension, you may continue your Basic and Optional Life Insurance. Your premium for Optional Life Insurance will differ from the premium you paid as an employee. (*Refer to Monthly Premium Chart on page 7.*)

An employee thinking of retirement should visit the Group Insurance Commission Coordinator at his or her work-site to obtain the proper Group Insurance Commission retirement forms. It is important to complete these forms before retirement so that your insurance will continue when you change from active to retired status. Upon retirement, the \$5,000 Basic Life Insurance and

\$5,000 Accidental Death & Dismemberment Insurance as well as any optional insurance in effect, will continue, subject to acceptance of your retirement forms. Your insurance will, however, continue only if you authorize a deduction from your pension.

If, at the time of your retirement, you do not wish to remain insured through the GIC, you may convert the \$5,000 Basic Life Insurance and your Optional Life Insurance to any type of individual life insurance policy issued by the insurance company (*except term insurance or a policy containing disability or accidental death benefits*), provided that your group insurance has not been terminated because you failed to pay your premium. No medical examination is required. See page 18 for important information about conversion options.

If, after retirement, you terminate your optional group insurance, after a one-year waiting period, you may apply for reinstatement for the optional amount of insurance you had at the time of the retirement if you:

- submit proof of good health which is satisfactory to the insurance company; or
- forfeit the amount of insurance which has been converted to a non-group policy.

## LIFEBALANCE® PROGRAM

- All GIC enrollees have access to Unum's LifeBalance® program. LifeBalance® is a one-stop resource that offers consultation, information, and personalized community referrals available 24 hours a day, 7 days a week for you and your family members. Access is made through the program's hotline:

**1-800-854-1446**

**or** program's Web site:

**[www.lifebalance.net](http://www.lifebalance.net)**

*(ID: lifebalance; Password: lifebalance).*

You receive unlimited telephone and on-line access to assistance for such issues as parenting and child care, emotional well-being, addiction and recovery, work issues, home repairs, nutrition, legal matters, senior care options and financial issues. Additionally, you will have access to up to three face-to-face counseling sessions per year.

## **COMMONWEALTH OF MASSACHUSETTS**

Group Insurance Commission

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